

EXHIBIT D

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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**

10
11 SHOSH YONAY, an individual, and
YUVAL YONAY, an individual,

12 Plaintiffs,

13 v.

14 PARAMOUNT PICTURES
15 CORPORATION, a Delaware
Corporation,

16 Defendant.
17

Case No. 2:22-CV-3846-PA-GJS

**PARAMOUNT PICTURES'
RESPONSES AND OBJECTIONS
TO PLAINTIFFS' FIRST SET OF
REQUESTS FOR PRODUCTION
OF DOCUMENTS**

HON. PERCY ANDERSON

18 **PROPOUNDING PARTY:** Shosh Yonay and Yuval Yonay

19 **RESPONDING PARTY:** Paramount Pictures Corporation

20 **SET NUMBER:** One
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1 Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure and the
2 Local Rules of the United States District Court for the Central District of California
3 (the “Local Rules”), Paramount Pictures Corporation (“Paramount Pictures”)
4 hereby responds and objects to Shosh Yonay and Yuval Yonay’s (collectively,
5 “Plaintiffs”) First Set of Requests for Production (the “Requests” and, individually,
6 a “Request”), served on January 3, 2023 via regular mail, as follows:

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8 **PRELIMINARY STATEMENT**

9 These responses are made solely for purposes of this action and are subject to
10 all objections as to competence, relevance, materiality, privilege, and admissibility,
11 and any and all objections and grounds that would require exclusion of any
12 statement made herein if such statement were made by a witness present and
13 testifying in court, all of which objections and grounds are reserved and may be
14 interposed at the time of trial.

15 No incidental or implied admissions are intended by these responses. The
16 fact that Paramount Pictures responds or objects to any of the Requests should not
17 be construed as an admission that it accepts or admits the existence of any facts
18 assumed by such Request, or that such response or objection constitutes admissible
19 evidence as to any such assumed facts. The fact that Paramount Pictures responds
20 to part or all of any of the Requests is not intended to be and shall not be construed
21 as a waiver of any part of any objection to any Request.

22 The objections and responses set forth below are preliminary and non-
23 binding, are based solely on such information and documentation as are presently
24 available and specifically known to Paramount Pictures after having made a diligent
25 search and reasonable and good faith inquiry, and are made without prejudice
26 to Paramount Pictures’ right to: (1) amend, alter, supplement, clarify or otherwise
27 modify these objections and responses as this matter proceeds; (2) make use of, or
28 introduce at any hearing or trial, any documents, information, facts, evidence, and

1 legal theories which are subsequently discovered or which are now known but
2 whose relevance, significance, or applicability has not yet been ascertained; and
3 (3) offer expert witness opinions on any relevant matter, which opinions may be at
4 variance with these objections and responses or the documents produced
5 in response to Plaintiffs' Requests.

6 Furthermore, Paramount Pictures' responses are made without in any way
7 intending to waive, but on the contrary, intending to preserve:

8 1. The right to raise—as part of any subsequent proceeding in, or the trial
9 of, this or any other action—all questions of authenticity, foundation, relevancy,
10 materiality, privilege, and admissibility as evidence for any purpose of any
11 documents produced or identified in support of any of the responses to any portion
12 of Plaintiffs' Requests;

13 2. The right to object on any ground—as part of any subsequent
14 proceeding in, or the trial of, this or any other action—to the use of any documents
15 produced or identified in support of any of the responses to any portion of
16 Plaintiffs' Requests;

17 3. The right to object to introduction into evidence of any of these
18 responses; and

19 4. The right to object on any ground at any time to other discovery
20 involving the subject thereof.

21 **GENERAL OBJECTIONS**

22 1. Paramount Pictures objects to each and every Request, definition, and
23 instruction that purports to impose obligations beyond those required or permitted
24 by the Federal Rules of Civil Procedure or the Local Rules. Paramount Pictures
25 interprets each and every Request, definition, and instruction to be consistent with
26 the Federal Rules of Civil Procedure and Local Rules.

27 2. Paramount Pictures objects to each and every Request, definition, and
28 instruction to the extent it contains inaccurate, incomplete, or misleading

1 descriptions of the facts, persons, relationships, events, and pleadings underlying
2 this action. The production of any information shall not constitute Paramount
3 Pictures' agreement with or acquiescence to any such description.

4 3. Paramount Pictures objects to each and every Request, definition, and
5 instruction to the extent it seeks documents that are neither relevant to any claim or
6 defense in this action, nor reasonably calculated to lead to the discovery of
7 admissible evidence. Paramount Pictures will only produce documents consistent
8 with its responses below.

9 4. Paramount Pictures objects to each and every Request, definition, and
10 instruction to the extent it is vague, ambiguous, unclear, or fails to identify the
11 requested documents with reasonable particularity as required by Federal Rule of
12 Civil Procedure 34. To the extent that a Request requires subjective judgment on
13 the part of Paramount Pictures as to what information is requested, Paramount
14 Pictures will produce responsive, non-privileged documents according to its
15 understanding of the Request.

16 5. Paramount Pictures objects to each and every Request, definition, and
17 instruction to the extent it seeks documents created on or after May 11, 2022—the
18 date that Plaintiffs sent Paramount Pictures a cease-and-desist letter regarding the
19 2022 film *Top Gun: Maverick* (“*Maverick*”)—on the grounds that such Requests are
20 overbroad, beyond the scope of the allegations in the First Amended Complaint
21 (“FAC”), seek documents protected by the attorney-client privilege and work
22 product doctrines and not reasonably calculated to lead to the discovery of
23 admissible evidence. Paramount Pictures further objects to each and every Request,
24 definition, and instruction to the extent it lacks temporal limitation and is thus
25 unduly burdensome and disproportionate to the needs of the case. Unless otherwise
26 indicated in the specific responses below, Paramount Pictures will not produce
27 documents created on or after May 11, 2022.
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1 6. Paramount Pictures objects to each and every Request, definition, and
2 instruction to the extent it seeks to require Paramount Pictures to log documents
3 protected by the attorney-client privilege, the work product doctrine, or any other
4 applicable privileges on or after January 24, 2020, when Plaintiffs served a
5 copyright termination notice, as the burden and expense of logging such documents
6 would outweigh any benefit of logging them. Unless otherwise indicated in the
7 specific responses below, Paramount Pictures will not log privileged documents
8 created on or after January 24, 2020.

9 7. Paramount Pictures objects to each and every Request to the extent it
10 seeks documents that are a matter of public record, already in the possession of
11 Plaintiffs, or otherwise equally available to the public and Plaintiffs. That said,
12 without committing to undertake a search for documents in the public record,
13 Paramount Pictures will not withhold any responsive documents that it identifies in
14 its files through a reasonably diligent search simply because the documents may
15 also be available in the public record.

16 8. Paramount Pictures objects to each and every Request to the extent
17 that it seeks disclosure of documents that are unreasonably cumulative or
18 duplicative of other discovery served in this action, or are obtainable from sources
19 that are more convenient, less burdensome, or less expensive.

20 9. Paramount Pictures objects to each and every Request to the extent
21 that it seeks to require Paramount Pictures to use more than reasonable diligence to
22 locate and identify responsive documents or information. Consistent with its
23 obligations, Paramount Pictures will conduct a reasonably diligent inquiry for
24 responsive documents.

25 10. Paramount Pictures objects to each and every Request to the extent it
26 seeks the production of documents restored from backup tapes or archived data
27 sources that are not reasonably accessible. Paramount Pictures will not search
28 backup tapes or archived data sources.

1 11. Paramount Pictures objects to each and every Request, definition, and
2 instruction to the extent it seeks the production of documents other than those in
3 Paramount Pictures' possession, custody, or control. Paramount Pictures will
4 produce documents within its files.

5 12. Paramount Pictures objects to each and every Request to the extent it
6 seeks the production of documents protected by the attorney-client privilege, the
7 attorney work product doctrine, the common interest or joint defense privileges,
8 rules and agreements governing privacy or confidentiality, or any other applicable
9 privilege or protection recognized under statute or applicable case law. Inadvertent
10 production by Paramount Pictures of any documents protected by any applicable
11 privilege or protection shall not constitute a waiver of the privilege or protection.

12 13. Paramount Pictures objects to each and every Request, definition, and
13 instruction to the extent it calls for a response that would infringe upon the
14 legitimate privacy rights of current or former employees, officers, or directors of
15 Paramount Pictures, current or former affiliates, related companies, subsidiaries, or
16 other individuals, to the full extent such privacy rights and expectations are
17 protected by constitution, statute, contract, court order, or public policy. Paramount
18 Pictures reserves the right to redact or exclude information from documents to
19 protect unnecessary disclosure of nonresponsive or irrelevant sensitive,
20 confidential, or proprietary business information.

21 14. Paramount Pictures objects to each and every Request to the extent it
22 seeks Paramount Pictures' sensitive, confidential, or proprietary business
23 information. To the extent such documents are responsive, relevant, and not
24 privileged, Paramount Pictures will disclose such confidential business documents
25 pursuant to the Protective Order, Dkt. 29, and any subsequent revisions to that
26 Protective Order upon which the Parties may agree.

27 15. Paramount Pictures objects to each and every Request to the extent it
28 seeks the production of "all" documents in Paramount Pictures' possession. To the

1 extent that Paramount Pictures undertakes to produce documents, Paramount
2 Pictures will conduct a reasonable search of custodians reasonably likely to have
3 non-cumulative, non-privileged responsive documents as qualified by Paramount
4 Pictures' objections and responses and, in the case of electronic documents, if any,
5 Paramount Pictures will use search terms reasonably expected to yield non-
6 privileged, responsive documents.

7 16. Paramount Pictures objects to each Request, definition, and instruction
8 to the extent that it prematurely requests discovery of expert materials and
9 information in advance of their respective deadlines under the Scheduling Order
10 governing this case and/or the Federal Rules of Civil Procedure. Paramount
11 Pictures will not produce any expert materials or information before such deadlines.

12 17. Paramount Pictures objects to each and every Request to the extent it
13 seeks information or the production of documents whose disclosure would
14 otherwise be prohibited by applicable law, rule, regulation, or contract obligation.

15 18. Nothing contained in any response herein shall be deemed an
16 admission, concession, or waiver by Paramount Pictures as to the validity of any
17 claim or defense asserted by Plaintiffs.

18 19. All objections as to the relevance, authenticity, or admissibility of any
19 documents produced are expressly reserved by Paramount Pictures.

20 20. To the extent that Paramount Pictures responds to any of the Requests,
21 it reserves the right to object on any grounds, at any time, to other discovery
22 Requests involving or relating to the subject matter of the Requests that Paramount
23 Pictures has responded to herein.

24 21. An objection or an undertaking to produce documents pursuant to a
25 particular Request should not be construed to indicate that responsive documents
26 actually exist.

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1 22. Paramount Pictures reserves all objections to the use of these
2 responses. All such objections may be interposed by Paramount Pictures at the
3 time of trial or as otherwise required by the rules or order of the Court.

4 23. Paramount Pictures' responses herein shall not in any way constitute
5 an adoption of Plaintiffs' purported "Definitions" of words or phrases or
6 "Instructions" contained in the Requests. Paramount Pictures objects to the
7 Definitions, Instructions, and Requests to the extent they: (i) are vague, ambiguous,
8 compound, overbroad, unduly burdensome, and not reasonably tailored to avoid
9 imposing undue burden and expense on Paramount Pictures; (ii) seek documents or
10 information for an undefined period of time or, if defined, cover and span an
11 unreasonably long or burdensome time period, and therefore are burdensome and
12 oppressive; (iii) are inconsistent with the ordinary and customary meaning of the
13 words or phrases they purport to define; (iv) seek to impose obligations different
14 from, or in excess of, those created by the Federal Rules of Civil Procedure or
15 Local Rules; (v) include assertions of purported fact that are inaccurate or disputed
16 by the parties to this action; and/or (vi) incorporate other purported defined terms
17 that suffer from such defects. In responding to the Requests, Paramount Pictures
18 has, where possible, employed what it regards as the reasonable, common-sense
19 interpretation of the Request in light of the relevant issues in the case.

20 24. Paramount Pictures objects to each and every Request to the extent
21 that it seeks information or documents relating to the international exploitation of
22 the Work, *Top Gun*, and/or *Maverick*. Paramount Pictures does not agree to
23 produce any such information or documents, and all the responses below should be
24 understood to limit any agreement to produce documents to those documents
25 relating to the exploitation of the Work, *Top Gun*, and/or *Maverick* in the United
26 States.

27 25. Paramount Pictures objects to the definition of "Agreement" as
28 overbroad and unduly burdensome, as the definition includes "any contract,

1 whether written or oral, express or implied” and is unbounded in time or by persons
2 party to the agreement. Paramount Pictures cannot feasibly conduct a search for
3 documents relating to oral or implied agreements. That said, to the extent that
4 Paramount Pictures identifies any documents memorializing any oral or implied
5 agreements, Paramount Pictures will produce such documents.

6 26. Paramount Pictures objects to the definition of “Writer(s)” as
7 overbroad and unduly burdensome to the extent it includes “Ehren Kruger, Eric
8 Warren Singer, Christopher McQuarrie, Peter Craig, Justin Marks, Ashley Edward
9 Miller, and/or Zack Stentz, and any of their agents, managers, or representatives.”
10 Consistent with the Local Rules, Paramount Pictures will produce responsive, non-
11 privileged documents from individuals reasonably anticipated to have responsive,
12 non-duplicative, non-privileged documents, to the extent such documents are within
13 Paramount Pictures’ possession, custody, or control.

14 27. Paramount Pictures objects to the definition of “Director” as overbroad
15 and unduly burdensome to the extent it includes “Joseph Kosinski and any of his
16 agents, managers, or representatives.” Agents may capture representatives such as
17 lawyers, whose communications would be privileged and/or protected. Consistent
18 with the Local Rules, Paramount Pictures will produce responsive, non-privileged
19 documents from individuals reasonably anticipated to have responsive, non-
20 duplicative, non-privileged documents, to the extent such documents are within
21 Paramount Pictures’ possession, custody, or control.

22 28. Paramount Pictures objects to the definition of “Paramount” as
23 overbroad and unduly burdensome to the extent it includes “any related or
24 predecessor entities, and, where applicable, their present and former officers,
25 directors, employees, agents, partners, subsidiaries, members, and affiliates.” In
26 particular, Paramount Pictures objects to productions from affiliates, which
27 Paramount Pictures has no custody or control over. Consistent with the Local
28 Rules, Paramount Pictures will produce responsive, non-privileged documents from

1 individuals at Paramount Pictures reasonably anticipated to have responsive, non-
2 duplicative, non-privileged documents.

3 29. Paramount Pictures objects to the definition of “Plaintiffs” and
4 “Defendant” as overbroad and unduly burdensome to the extent this definition
5 includes “the party and, where applicable, its officers, directors, employees,
6 partners, corporate parent, subsidiaries, or affiliates.” In particular, Paramount
7 Pictures objects to productions from any “corporate parent” or “affiliates,” which
8 Paramount Pictures has no custody or control over. Consistent with the Local
9 Rules, Paramount Pictures will produce responsive, non-privileged documents from
10 individuals at Paramount Pictures reasonably anticipated to have responsive, non-
11 duplicative, non-privileged documents.

12 30. Paramount Pictures objects to Instruction No. 4 as overbroad and
13 unduly burdensome to the extent it purports to require Paramount Pictures to obtain
14 possession of documents from public sources equally available to Plaintiffs.
15 Paramount Pictures construes Instruction No. 4 to only oblige Paramount Pictures
16 to request possession of documents from non-public sources within its possession,
17 custody, or control.

18 31. Paramount Pictures objects to Instruction No. 9 as overbroad and
19 unduly burdensome to the extent it requires Paramount Pictures to, without
20 exception, harvest documents “in a manner that maintains the integrity and
21 readability of all data, including all metadata.” Paramount Pictures will undertake
22 reasonable efforts to protect data and metadata where practicable but reserves rights
23 to deviate as circumstances require.

24 32. Paramount Pictures objects to Instruction No. 10 as overbroad and
25 unduly burdensome to the extent it requires Paramount Pictures to produce “all”
26 documents in “a manner that ensures the source of each document may be
27 determined” and “with information (such as metadata) identifying the custodian of
28 every document, irrespective of whether the document was obtained electronically

1 or in hard copy.” Paramount Pictures will undertake reasonable efforts to produce
2 all documents in such format but reserves rights to deviate as circumstances require,
3 for example, with respect to documents collected and/or produced in prior
4 litigations.

5 33. Paramount Pictures objects to Instruction No. 11 as overbroad and
6 unduly burdensome to the extent it requires Paramount Pictures to, without
7 exception, produce “all Documents maintained or stored electronically in PDF
8 format (branded with production numbers and, as appropriate, redactions and
9 protective order legending) accompanied by data files which reference the
10 beginning and ending image bates numbers for each document and associated
11 image cross-reference files, family group indications, and all metadata intact.”
12 Paramount Pictures will undertake reasonable efforts to ensure as such but reserves
13 rights to deviate as circumstances require.

14 34. Paramount Pictures objects to Instruction No. 12 as overbroad and
15 unduly burdensome to the extent it requires Paramount Pictures to, without
16 exception, “produce Excel files in native format.” Paramount Pictures will
17 undertake reasonable efforts to ensure as such but reserves rights to deviate as
18 circumstances require, for example, with respect to documents that contain
19 privileged and/or protected content when viewed in native format.

20 35. Paramount Pictures objects to Instruction No. 13 as overbroad and
21 unduly burdensome to the extent it requires Paramount Pictures to, without
22 exception, not separate attached documents and to maintain the “parent-child”
23 relationship of documents. Paramount Pictures will undertake reasonable efforts to
24 follow Instruction No. 13 but reserves rights to deviate as circumstances require.

25 36. Paramount Pictures objects to Instruction Nos. 14–16 as overbroad and
26 unduly burdensome to the extent they require Paramount Pictures to produce hard-
27 copy or electronic documents in the same form and/or order that they are found.
28 Paramount Pictures will undertake reasonable efforts to produce such documents as

1 they are currently stored, kept and/or organized (unless doing so would reveal
2 attorney work product and/or privileged information) but will not produce the file
3 folders, boxes, binders, notebooks, or other devices or containers where any such
4 documents are located.

5 37. Paramount Pictures objects to Instruction No. 17 to the extent that it
6 purports to require Paramount Pictures to log documents on an individual, as
7 opposed to categorical basis.

8 38. Paramount Pictures objects to Instruction No. 18 to the extent that it
9 purports to require Paramount Pictures to log documents not in Paramount Pictures'
10 custody or control.

11 39. Paramount Pictures objects to the time and place identified in the
12 Requests. Paramount Pictures will produce documents on a rolling basis
13 commencing within a reasonable time after service of these responses and
14 objections.

15 **SPECIFIC OBJECTIONS AND RESPONSES**

16 **REQUEST FOR PRODUCTION NO. 1.**

17 All Documents, Including Communications, Concerning the Work.

18 **RESPONSE TO REQUEST FOR PRODUCTION NO. 1.**

19 In addition to the foregoing General Objections, each of which is
20 incorporated herein by reference, Paramount Pictures specifically objects to this
21 Request to the extent that it: (i) seeks information or documents protected by the
22 attorney-client privilege, the attorney work product doctrine, or any other
23 applicable privilege or protection; (ii) seeks documents that are beyond the scope of
24 the allegations in the FAC and are not reasonably calculated to lead to the discovery
25 of admissible evidence to the extent it requests documents from after the date that
26 Plaintiffs sent Paramount Pictures a cease-and-desist letter regarding *Maverick*
27 (and, for the avoidance of doubt, Paramount Pictures will not produce documents
28 created on or after May 11, 2022); and (iii) is unreasonably cumulative and

1 duplicative of other Requests, including but not limited to Requests Nos. 2, 3, 6, 7,
2 8, 17, 19, 21, 23, 25, 27, 29, 31, 33, 34, 38, 39, 40 and 46.

3 Subject to, and without waiving, the General Objections and these specific
4 objections, Paramount Pictures will produce responsive, non-privileged documents
5 referring to Ehud Yonay's *Top Guns* (the "Work"), following a reasonably diligent
6 search, to the extent any such non-privileged, responsive documents are within
7 Paramount Pictures' possession, custody, or control.

8 **REQUEST FOR PRODUCTION NO. 2.**

9 All Documents, Including Communications, Concerning Yonay.

10 **RESPONSE TO REQUEST FOR PRODUCTION NO. 2.**

11 In addition to the foregoing General Objections, each of which is
12 incorporated herein by reference, Paramount Pictures specifically objects to this
13 Request to the extent that it: (i) seeks documents outside of Paramount Pictures'
14 possession, custody, and control; (ii) is overbroad, unduly burdensome, compound
15 and oppressive, particularly because it does not include any restriction based on
16 time, scope, or relevance to the issues in this action; (iii) seeks information or
17 documents protected by the attorney-client privilege, the attorney work product
18 doctrine, or any other applicable privilege or protection; (iv) seeks documents that
19 are beyond the scope of the allegations in the FAC and are not reasonably
20 calculated to lead to the discovery of admissible evidence to the extent it requests
21 documents from after the date that Plaintiffs sent Paramount Pictures a cease-and-
22 desist letter regarding *Maverick* (and, for the avoidance of doubt, Paramount
23 Pictures will not produce documents created on or after May 11, 2022); and (v) is
24 unreasonably cumulative and duplicative of other Requests, including but not
25 limited to Requests Nos. 1, 3, 6, 7, 8, 33, 34, 38, 39, and 40.

26 Subject to, and without waiving, the General Objections and these specific
27 objections, Paramount Pictures will produce responsive, non-privileged documents
28 referring to Ehud Yonay, following a reasonably diligent search, to the extent any

1 such non-privileged, responsive documents are within Paramount Pictures’
2 possession, custody, or control.

3 **REQUEST FOR PRODUCTION NO. 3.**

4 All Documents, Including Communications, Concerning any registrations of
5 the Work with the United States Copyright Office.

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 3.**

7 In addition to the foregoing General Objections, each of which is
8 incorporated herein by reference, Paramount Pictures specifically objects to this
9 Request to the extent that it: (i) seeks documents that are equally or solely within
10 Plaintiffs’ possession, custody, and control; (ii) is overbroad, unduly burdensome,
11 compound and oppressive, as seeking information that is not relevant; (iii) seeks
12 documents that are beyond the scope of the allegations in the FAC and are not
13 reasonably calculated to lead to the discovery of admissible evidence to the extent it
14 requests documents from after the date that Plaintiffs sent Paramount Pictures a
15 cease-and-desist letter regarding *Maverick* (and, for the avoidance of doubt,
16 Paramount Pictures will not produce documents created on or after May 11, 2022);
17 and (iv) seeks information or documents protected by the attorney-client privilege,
18 the attorney work product doctrine, or any other applicable privilege or protection.

19 Subject to, and without waiving, the General Objections and these specific
20 objections, Paramount Pictures will produce the copyright registration(s) issued by
21 the United States Copyright Office for the Work and responsive, non-privileged
22 correspondence with the United States Copyright Office related to the registration
23 of the Work, following a reasonably diligent search, to the extent any such non-
24 privileged, responsive documents are within Paramount Pictures’ possession,
25 custody, or control.

26 **REQUEST FOR PRODUCTION NO. 4.**

27 All Documents, Including Communications, Concerning any registrations of
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1 the 1986 Film with the United States Copyright Office.

2 **RESPONSE TO REQUEST FOR PRODUCTION NO. 4.**

3 In addition to the foregoing General Objections, each of which is
4 incorporated herein by reference, Paramount Pictures specifically objects to this
5 Request to the extent that it: (i) is overbroad, unduly burdensome, compound and
6 oppressive, as seeking information that is not relevant; (ii) seeks documents that are
7 beyond the scope of the allegations in the FAC and are not reasonably calculated to
8 lead to the discovery of admissible evidence to the extent it requests documents
9 from after the date that Plaintiffs sent Paramount Pictures a cease-and-desist letter
10 regarding *Maverick* (and, for the avoidance of doubt, Paramount Pictures will not
11 produce documents created on or after May 11, 2022); and (iii) seeks information
12 or documents protected by the attorney-client privilege, the attorney work product
13 doctrine, or any other applicable privilege or protection.

14 Subject to, and without waiving, the General Objections and these specific
15 objections, Paramount Pictures will produce the copyright registration(s) issued by
16 the United States Copyright Office for the 1986 film *Top Gun* (“*Top Gun*”) and
17 responsive, non-privileged correspondence with the United States Copyright Office
18 related to the registration of *Top Gun*, following a reasonably diligent search, to the
19 extent any such non-privileged, responsive documents are within Paramount
20 Pictures’ possession, custody, or control.

21 **REQUEST FOR PRODUCTION NO. 5.**

22 All Documents, Including Communications, Concerning any registrations of
23 the 2022 Sequel with the United States Copyright Office.

24 **RESPONSE TO REQUEST FOR PRODUCTION NO. 5.**

25 In addition to the foregoing General Objections, each of which is
26 incorporated herein by reference, Paramount Pictures specifically objects to this
27 Request to the extent that it: (i) is overbroad, unduly burdensome, compound and
28 oppressive, as seeking information that is not relevant; (ii) seeks documents that are

1 beyond the scope of the allegations in the FAC and are not reasonably calculated to
2 lead to the discovery of admissible evidence to the extent it requests documents
3 from after the date that Plaintiffs sent Paramount Pictures a cease-and-desist letter
4 regarding *Maverick* (and, for the avoidance of doubt, Paramount Pictures will not
5 produce documents created on or after May 11, 2022); and (iii) seeks information
6 or documents protected by the attorney-client privilege, the attorney work product
7 doctrine, or any other applicable privilege or protection.

8 Subject to, and without waiving, the General Objections and these specific
9 objections, Paramount Pictures will produce the copyright registration(s) issued by
10 the United States Copyright Office for *Maverick* and responsive, non-privileged
11 correspondence with the United States Copyright Office related to the registration
12 of *Maverick*, following a reasonably diligent search, to the extent any such non-
13 privileged, responsive documents are within Paramount Pictures' possession,
14 custody, or control.

15 **REQUEST FOR PRODUCTION NO. 6.**

16 All Agreements Concerning the Work.

17 **RESPONSE TO REQUEST FOR PRODUCTION NO. 6.**

18 Paramount Pictures objects to this Request to the extent that it: (i) seeks
19 information or documents protected by the attorney-client privilege, the attorney
20 work product doctrine, or any other applicable privilege or protection; and (ii) is
21 vague and ambiguous as to the meaning of "Concerning" as used in this Request,
22 and Paramount Pictures interprets "Concerning" as having the same meaning as
23 "relating to" as to this Request.

24 Subject to, and without waiving, these specific objections and the General
25 Objections, Paramount Pictures will produce non-privileged agreements relating to
26 the Work, following a reasonably diligent search, to the extent any such documents
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are within Paramount Pictures' possession, custody, or control.

REQUEST FOR PRODUCTION NO. 7.

All prior drafts or iterations of all Agreements Concerning the Work.

RESPONSE TO REQUEST FOR PRODUCTION NO. 7.

In addition to the foregoing General Objections, each of which is incorporated herein by reference, Paramount Pictures specifically objects to this Request to the extent that it: (i) is overbroad, unduly burdensome, and—insofar as it calls for the production of “all” drafts or iterations of “any” agreement—seeks documents that are not relevant to any issue in this action and are not reasonably calculated to lead to the discovery of admissible evidence; (ii) seeks information or documents protected by the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege or protection; and (iii) is vague and ambiguous as to the meaning of “Concerning” as used in this Request, and Paramount Pictures interprets “Concerning” as having the same meaning as “relating to” as to this Request.

Subject to, and without waiving, these specific objections and the General Objections, Paramount Pictures will produce non-privileged draft agreements relating to the Work, following a reasonably diligent search, to the extent any such non-privileged, responsive documents are within Paramount Pictures' possession, custody, or control.

REQUEST FOR PRODUCTION NO. 8.

All Documents, Including Communications, reflecting negotiations of any Agreement(s) Concerning the Work.

RESPONSE TO REQUEST FOR PRODUCTION NO. 8.

In addition to the foregoing General Objections, each of which is incorporated herein by reference, Paramount Pictures specifically objects to this Request to the extent that it: (i) is overbroad, unduly burdensome, and—insofar as it calls for the production of “all” documents reflecting negotiations of “any”

1 agreement—seeks documents that are not relevant to any issue in this action and are
2 not reasonably calculated to lead to the discovery of admissible evidence; (ii) seeks
3 information or documents protected by the attorney-client privilege, the attorney
4 work product doctrine, or any other applicable privilege or protection; (iii) is vague
5 and ambiguous as to the meaning of “reflecting” as to a negotiation, which is vague
6 and ambiguous in this Request, and Paramount Pictures interprets “reflecting” as
7 having the same meaning as “memorializing” as to this Request; and (iv) is vague
8 and ambiguous as to the meaning of “Concerning” as used in this Request, and
9 Paramount Pictures interprets “Concerning” as having the same meaning as
10 “relating to” as to this Request.

11 Subject to, and without waiving, these specific objections and the General
12 Objections, Paramount Pictures will produce non-privileged documents
13 memorializing the negotiations of agreements relating to the Work, following a
14 reasonably diligent search, to the extent any such non-privileged, responsive
15 documents are within Paramount Pictures’ possession, custody, or control.

16 **REQUEST FOR PRODUCTION NO. 9.**

17 All Documents, Including Communications, Concerning the development of
18 the story and screenplay of the 1986 Film.

19 **RESPONSE TO REQUEST FOR PRODUCTION NO. 9.**

20 In addition to the foregoing General Objections, each of which is
21 incorporated herein by reference, Paramount Pictures specifically objects to this
22 Request to the extent that it: (i) is overbroad, unduly burdensome, compound and
23 oppressive, particularly because it does not include any restriction based on time,
24 scope, or relevance to the issues in this action; (ii) seeks information or documents
25 protected by the attorney-client privilege, the attorney work product doctrine, or
26 any other applicable privilege or protection; (iii) seeks documents that are beyond
27 the scope of the allegations in the FAC and are not reasonably calculated to lead to
28 the discovery of admissible evidence to the extent it requests documents from after

1 the date that Plaintiffs sent Paramount Pictures a cease-and-desist letter regarding
2 *Maverick* (and, for the avoidance of doubt, Paramount Pictures will not produce
3 documents created on or after May 11, 2022); (iv) is vague and ambiguous,
4 including as to the phrase “the development of the story and screenplay of the 1986
5 Film”; and (v) is unreasonably cumulative and duplicative of other Requests,
6 including but not limited to Requests Nos. 11, 12, and 15.

7 Subject to, and without waiving, these specific objections and the General
8 Objections, Paramount Pictures will produce non-privileged, responsive documents
9 concerning the development of the story and screenplay of *Top Gun*, following a
10 reasonably diligent search, to the extent any such non-privileged, responsive
11 documents are within Paramount Pictures’ possession, custody, or control.

12 **REQUEST FOR PRODUCTION NO. 10.**

13 All Documents, Including Communications, Concerning the development of
14 the story and screenplay of the 2022 Sequel.

15 **RESPONSE TO REQUEST FOR PRODUCTION NO. 10.**

16 In addition to the foregoing General Objections, each of which is
17 incorporated herein by reference, Paramount Pictures specifically objects to this
18 Request to the extent that it: (i) is overbroad, unduly burdensome, compound and
19 oppressive, particularly because it does not include any restriction based on time,
20 scope, or relevance to the issues in this action; (ii) seeks information or documents
21 protected by the attorney-client privilege, the attorney work product doctrine, or
22 any other applicable privilege or protection; (iii) seeks documents that are beyond
23 the scope of the allegations in the FAC and are not reasonably calculated to lead to
24 the discovery of admissible evidence to the extent it requests documents from after
25 the date that Plaintiffs sent Paramount Pictures a cease-and-desist letter regarding
26 *Maverick* (and, for the avoidance of doubt, Paramount Pictures will not produce
27 documents created on or after May 11, 2022); (iv) is vague and ambiguous,
28 including as to the phrase “the development of the story and screenplay of the 2022

1 Sequel”; and (v) is unreasonably cumulative and duplicative of other Requests,
2 including but not limited to Request Nos. 11, 12, and 15.

3 Subject to, and without waiving, these specific objections and the General
4 Objections, Paramount Pictures will produce non-privileged scripts, treatments, and
5 outlines, as well as drafts thereof and notes or comments on such scripts, treatments
6 and outlines, for *Maverick*, following a reasonably diligent search, to the extent any
7 such responsive, non-privileged documents are within Paramount Pictures’
8 possession, custody, or control.

9 **REQUEST FOR PRODUCTION NO. 11.**

10 Documents sufficient to identify any and all material or sources relied upon
11 in the development of the story or screenplay for the 1986 Film.

12 **RESPONSE TO REQUEST FOR PRODUCTION NO. 11.**

13 In addition to the foregoing General Objections, each of which is
14 incorporated herein by reference, Paramount Pictures specifically objects to this
15 Request to the extent that it: (i) is overbroad, unduly burdensome, and oppressive,
16 particularly because it does not include any restriction based on time, scope, or
17 relevance to the issues in this action; (ii) seeks documents that are beyond the scope
18 of the allegations in the FAC and are not reasonably calculated to lead to the
19 discovery of admissible evidence to the extent it requests documents from after the
20 date that Plaintiffs sent Paramount Pictures a cease-and-desist letter regarding
21 *Maverick* (and, for the avoidance of doubt, Paramount Pictures will not produce
22 documents created on or after May 11, 2022); (iii) is vague and ambiguous,
23 including as to the phrase “sources relied upon;” and (iv) seeks information more
24 properly suited to an interrogatory. For the avoidance of doubt, Paramount Pictures
25 will not create any documents in response to this Request.

26 Subject to, and without waiving, the General Objections and these specific
27 objections, Paramount Pictures will produce responsive, non-privileged documents
28 sufficient to identify source materials relied on in development of the story or

1 screenplays of *Top Gun*, following a reasonably diligent search, to the extent any
2 such non-privileged, responsive documents are within Paramount Pictures’
3 possession, custody, or control.

4 **REQUEST FOR PRODUCTION NO. 12.**

5 All Communications Concerning any and all material or sources relied upon
6 in the development of the story or screenplay for the 1986 Film.

7 **RESPONSE TO REQUEST FOR PRODUCTION NO. 12.**

8 In addition to the foregoing General Objections, each of which is
9 incorporated herein by reference, Paramount Pictures specifically objects to this
10 Request to the extent that it: (i) is overbroad, unduly burdensome, compound and
11 oppressive, particularly because it does not include any restriction based on time,
12 scope, or relevance to the issues in this action; (ii) seeks information or documents
13 protected by the attorney-client privilege, the attorney work product doctrine, or
14 any other applicable privilege or protection; (iii) seeks documents that are beyond
15 the scope of the allegations in the FAC and are not reasonably calculated to lead to
16 the discovery of admissible evidence to the extent it requests documents from after
17 the date that Plaintiffs sent Paramount Pictures a cease-and-desist letter regarding
18 *Maverick* (and, for the avoidance of doubt, Paramount Pictures will not produce
19 documents created on or after May 11, 2022); and (iv) is vague and ambiguous,
20 including as to the phrase “sources relied upon.”

21 Subject to, and without waiving, the General Objections and these specific
22 objections, in response to Request No. 11, Paramount Pictures has agreed to
23 produce documents sufficient to identify source materials relied on in development
24 of the story or screenplays of *Top Gun*, following a reasonably diligent search, to
25 the extent any such non-privileged, responsive documents are within Paramount
26 Pictures’ possession, custody, or control. If, after reviewing any such materials,
27 Plaintiffs identify materials that they contend are relevant, Paramount Pictures is
28 willing to meet and confer about further responding to this Request.

1 **REQUEST FOR PRODUCTION NO. 13.**

2 Documents sufficient to identify any and all material or sources relied upon
3 in the development of the story or screenplay for the 2022 Sequel.

4 **RESPONSE TO REQUEST FOR PRODUCTION NO. 13.**

5 In addition to the foregoing General Objections, each of which is
6 incorporated herein by reference, Paramount Pictures specifically objects to this
7 Request to the extent that it: (i) is overbroad, unduly burdensome, and oppressive,
8 particularly because it does not include any restriction based on time, scope, or
9 relevance to the issues in this action; (ii) seeks documents that are beyond the scope
10 of the allegations in the FAC and are not reasonably calculated to lead to the
11 discovery of admissible evidence to the extent it requests documents from after the
12 date that Plaintiffs sent Paramount Pictures a cease-and-desist letter regarding
13 *Maverick* (and, for the avoidance of doubt, Paramount Pictures will not produce
14 documents created on or after May 11, 2022); (iii) is vague and ambiguous,
15 including as to the phrase “sources relied upon;” and (iv) seeks information more
16 properly suited to an interrogatory. For the avoidance of doubt, Paramount Pictures
17 will not create any documents in response to this Request.

18 Subject to, and without waiving, the General Objections and these specific
19 objections, Paramount Pictures will produce responsive, non-privileged documents
20 sufficient to identify source materials relied on in development of the story or
21 screenplays of *Maverick*, following a reasonably diligent search, to the extent any
22 such non-privileged, responsive documents are within Paramount Pictures’
23 possession, custody, or control.

24 **REQUEST FOR PRODUCTION NO. 14.**

25 All Communications Concerning any and all material or sources relied upon
26 in the development of the story or screenplay for the 2022 Sequel.

27 **RESPONSE TO REQUEST FOR PRODUCTION NO. 14.**

28 In addition to the foregoing General Objections, each of which is

1 incorporated herein by reference, Paramount Pictures specifically objects to this
2 Request to the extent that it: (i) is overbroad, unduly burdensome, compound and
3 oppressive, particularly because it does not include any restriction based on time,
4 scope, or relevance to the issues in this action; (ii) seeks information or documents
5 protected by the attorney-client privilege, the attorney work product doctrine, or
6 any other applicable privilege or protection; (iii) seeks documents that are beyond
7 the scope of the allegations in the FAC and are not reasonably calculated to lead to
8 the discovery of admissible evidence to the extent it requests documents from after
9 the date that Plaintiffs sent Paramount Pictures a cease-and-desist letter regarding
10 *Maverick* (and, for the avoidance of doubt, Paramount Pictures will not produce
11 documents created on or after May 11, 2022); and (iv) is vague and ambiguous,
12 including as to the phrase “sources relied upon.”

13 Subject to, and without waiving, the General Objections and these specific
14 objections, in response to Request No. 13, Paramount Pictures has agreed to
15 produce documents sufficient to identify materials relied on in development of the
16 story or screenplays of *Maverick*, following a reasonably diligent search, to the
17 extent any such non-privileged, responsive documents are within Paramount
18 Pictures’ possession, custody, or control. If, after reviewing any such source
19 materials, Plaintiffs identify any sources that they contend are relevant, Paramount
20 Pictures is willing to meet and confer about further responding to this Request.

21 **REQUEST FOR PRODUCTION NO. 15.**

22 All drafts, iterations, outlines, treatments, and versions of the 1986 Film’s
23 story and screenplay.

24 **RESPONSE TO REQUEST FOR PRODUCTION NO. 15.**

25 In addition to the foregoing General Objections, each of which is
26 incorporated herein by reference, Paramount Pictures specifically objects to this
27 Request to the extent that it: (i) is overbroad, unduly burdensome, compound and
28 oppressive, particularly because it does not include any restriction based on time,

1 scope, or relevance to the issues in this action; (ii) seeks documents that are beyond
2 the scope of the allegations in the FAC and are not reasonably calculated to lead to
3 the discovery of admissible evidence to the extent it requests documents from after
4 the date that Plaintiffs sent Paramount Pictures a cease-and-desist letter regarding
5 *Maverick* (and, for the avoidance of doubt, Paramount Pictures will not produce
6 documents created on or after May 11, 2022); (iii) is vague and ambiguous,
7 including as to the terms “iterations” and “story”; and (iv) is unreasonably
8 cumulative and duplicative of other Requests, including but not limited to Request
9 No. 9.

10 Subject to, and without waiving, these specific objections and the General
11 Objections, Paramount Pictures will produce non-privileged scripts, treatments, and
12 outlines, as well as drafts thereof and notes or comments on such scripts, treatments
13 and outlines, for *Top Gun*, following a reasonably diligent search, to the extent any
14 such responsive, non-privileged documents are within Paramount Pictures’
15 possession, custody, or control.

16 **REQUEST FOR PRODUCTION NO. 16.**

17 All drafts, iterations, outlines, treatments, and versions of the 2022 Sequel’s
18 story and screenplay.

19 **RESPONSE TO REQUEST FOR PRODUCTION NO. 16.**

20 In addition to the foregoing General Objections, each of which is
21 incorporated herein by reference, Paramount Pictures specifically objects to this
22 Request to the extent that it: (i) is overbroad, unduly burdensome, compound and
23 oppressive, particularly because it does not include any restriction based on time,
24 scope, or relevance to the issues in this action; (ii) seeks documents that are beyond
25 the scope of the allegations in the FAC and are not reasonably calculated to lead to
26 the discovery of admissible evidence to the extent it requests documents from after
27 the date that Plaintiffs sent Paramount Pictures a cease-and-desist letter regarding
28 *Maverick* (and, for the avoidance of doubt, Paramount Pictures will not produce

documents created on or after May 11, 2022); (iii) is vague and ambiguous, including as to the terms “iterations” and “story”; and (iv) is unreasonably cumulative and duplicative of other Requests, including but not limited to Request No. 10.

Subject to, and without waiving, these specific objections and the General Objections, Paramount Pictures will produce non-privileged scripts, treatments, and outlines, as well as drafts thereof and notes or comments on such scripts, treatments and outlines, for *Maverick*, following a reasonably diligent search, to the extent any such responsive, non-privileged documents are within Paramount Pictures’ possession, custody, or control.

REQUEST FOR PRODUCTION NO. 17.

Documents showing Your description or characterization of the themes of the Work.

RESPONSE TO REQUEST FOR PRODUCTION NO. 17.

In addition to the foregoing General Objections, each of which is incorporated herein by reference, Paramount Pictures specifically objects to this Request to the extent that it: (i) is vague and ambiguous as to the meaning of “showing” as used in this Request, and Paramount Pictures interprets “showing” as having the same meaning as “containing” as to this Request; (ii) is overbroad, unduly burdensome, compound and oppressive, particularly because it does not include any restriction based on time, scope, or relevance to the issues in this action; (iii) seeks documents that are beyond the scope of the allegations in the FAC and are not reasonably calculated to lead to the discovery of admissible evidence to the extent it requests documents from after the date that Plaintiffs sent Paramount Pictures a cease-and-desist letter regarding *Maverick* (and, for the avoidance of doubt, Paramount Pictures will not produce documents created on or after May 11, 2022); (iv) seeks documents that do not relate to the Work; (v) seeks information relating to the exploitation of *Top Gun* and/or *Maverick* outside the

1 United States; and (vi) is unreasonably cumulative and duplicative of other
2 Requests, including but not limited to Request No. 1.

3 Subject to, and without waiving, these specific objections and the General
4 Objections, Paramount Pictures will produce non-privileged documents containing
5 Paramount Pictures' description or characterization of the themes of the Work, to
6 the extent any such non-privileged, responsive documents are within Paramount
7 Pictures' possession, custody, or control.

8 **REQUEST FOR PRODUCTION NO. 18.**

9 Documents containing Your description or characterization of the themes of
10 the 1986 Film and/or 2022 Sequel.

11 **RESPONSE TO REQUEST FOR PRODUCTION NO. 18.**

12 In addition to the foregoing General Objections, each of which is
13 incorporated herein by reference, Paramount Pictures specifically objects to this
14 Request to the extent that it: (i) is overbroad, unduly burdensome, compound and
15 oppressive, particularly because it does not include any restriction based on time,
16 scope, or relevance to the issues in this action; (ii) seeks irrelevant documents and
17 communications specifically concerning *Top Gun*, which is not the subject of the
18 action; (iii) seeks documents that are beyond the scope of the allegations in the
19 FAC and are not reasonably calculated to lead to the discovery of admissible
20 evidence to the extent it requests documents from after the date that Plaintiffs sent
21 Paramount Pictures a cease-and-desist letter regarding *Maverick* (and, for the
22 avoidance of doubt, Paramount Pictures will not produce documents created on or
23 after May 11, 2022); (iv) seeks information relating to the exploitation of *Top Gun*
24 and/or *Maverick* outside the United States; and (v) is a compound request seeking
25 documents related to two separate films.

26 Subject to, and without waiving, the General Objections and these specific
27 objections, Paramount Pictures will produce responsive, non-privileged documents
28 containing Paramount Pictures' description or characterization of the theme(s) of

1 *Maverick*, following a reasonably diligent search, to the extent any such non-
2 privileged, responsive documents are within Paramount Pictures' possession,
3 custody, or control.

4 **REQUEST FOR PRODUCTION NO. 19.**

5 Documents containing Your description or characterization of the plot of the
6 Work.

7 **RESPONSE TO REQUEST FOR PRODUCTION NO. 19.**

8 In addition to the foregoing General Objections, each of which is
9 incorporated herein by reference, Paramount Pictures specifically objects to this
10 Request to the extent that it: (i) is overbroad, unduly burdensome, compound and
11 oppressive, particularly because it does not include any restriction based on time,
12 scope, or relevance to the issues in this action; (ii) seeks documents that are beyond
13 the scope of the allegations in the FAC and are not reasonably calculated to lead to
14 the discovery of admissible evidence to the extent it requests documents from after
15 the date that Plaintiffs sent Paramount Pictures a cease-and-desist letter regarding
16 *Maverick* (and, for the avoidance of doubt, Paramount Pictures will not produce
17 documents created on or after May 11, 2022); (iii) seeks documents that do not
18 relate to the Work; (iv) seeks information relating to the exploitation of the Work,
19 *Top Gun* and/or *Maverick* outside the United States; and (v) is unreasonably
20 cumulative and duplicative of other Requests, including but not limited to Request
21 No. 1.

22 Subject to, and without waiving, these specific objections and the General
23 Objections, Paramount Pictures will produce non-privileged documents containing
24 Paramount Pictures' description or characterization of the plot of the Work, to the
25 extent any such non-privileged, responsive documents are within Paramount
26 Pictures' possession, custody, or control.

27 **REQUEST FOR PRODUCTION NO. 20.**

28 Documents containing Your description or characterization of the plot of the

1 1986 Film and/or 2022 Sequel.

2 **RESPONSE TO REQUEST FOR PRODUCTION NO. 20.**

3 In addition to the foregoing General Objections, each of which is
4 incorporated herein by reference, Paramount Pictures specifically objects to this
5 Request on the grounds that it: (i) is overbroad, unduly burdensome, compound
6 and oppressive, particularly because it does not include any restriction based on
7 time, scope, or relevance to the issues in this action; (ii) seeks irrelevant documents
8 and communications specifically concerning *Top Gun*, which is not the subject of
9 the action; (iii) seeks information relating to the exploitation of the Work, *Top Gun*
10 and/or *Maverick* outside the United States; (iv) seeks documents that are beyond the
11 scope of the allegations in the FAC and are not reasonably calculated to lead to the
12 discovery of admissible evidence to the extent it requests documents from after the
13 date that Plaintiffs sent Paramount Pictures a cease-and-desist letter regarding
14 *Maverick* (and, for the avoidance of doubt, Paramount Pictures will not produce
15 documents created on or after May 11, 2022); and (v) is a compound request
16 seeking documents related to two separate films.

17 Subject to, and without waiving, the General Objections and these specific
18 objections, Paramount Pictures will produce responsive, non-privileged documents
19 containing Paramount Pictures' description or characterization of the plot of
20 *Maverick*, following a reasonably diligent search, to the extent any such non-
21 privileged, responsive documents are within Paramount Pictures' possession,
22 custody, or control.

23 **REQUEST FOR PRODUCTION NO. 21.**

24 Documents containing Your description or characterization of any of the
25 Work's characters.

26 **RESPONSE TO REQUEST FOR PRODUCTION NO. 21.**

27 In addition to the foregoing General Objections, each of which is
28 incorporated herein by reference, Paramount Pictures specifically objects to this

1 Request to the extent that it: (i) is overbroad, unduly burdensome, compound and
2 oppressive, particularly because it does not include any restriction based on time,
3 scope, or relevance to the issues in this action; (ii) seeks documents that are beyond
4 the scope of the allegations in the FAC and are not reasonably calculated to lead to
5 the discovery of admissible evidence to the extent it requests documents from after
6 the date that Plaintiffs sent Paramount Pictures a cease-and-desist letter regarding
7 *Maverick* (and, for the avoidance of doubt, Paramount Pictures will not produce
8 documents created on or after May 11, 2022); (iii) seeks documents that do not
9 relate to the Work; (iv) seeks information relating to the exploitation of the Work,
10 *Top Gun* and/or *Maverick* outside the United States; and (v) is unreasonably
11 cumulative and duplicative of other Requests, including but not limited to Request
12 No. 1.

13 Subject to, and without waiving, these specific objections and the General
14 Objections, Paramount Pictures will produce non-privileged documents containing
15 Paramount Pictures' description or characterization of any of the purported
16 "characters" of the Work, to the extent any such non-privileged, responsive
17 documents are within Paramount Pictures' possession, custody, or control.

18 **REQUEST FOR PRODUCTION NO. 22.**

19 Documents showing Your description or characterization of any of the 1986
20 Film [sic] and/or 2022 Sequel's characters.

21 **RESPONSE TO REQUEST FOR PRODUCTION NO. 22.**

22 In addition to the foregoing General Objections, each of which is
23 incorporated herein by reference, Paramount Pictures specifically objects to this
24 Request to the extent that it: (i) is overbroad, unduly burdensome, compound and
25 oppressive, particularly because it does not include any restriction based on time,
26 scope, or relevance to the issues in this action; (ii) seeks irrelevant documents and
27 communications specifically concerning *Top Gun*, which is not the subject of the
28 action; (iii) seeks information relating to the exploitation of the Work, *Top Gun*

1 and/or *Maverick* outside the United States; and (iv) seeks documents that are
2 beyond the scope of the allegations in the FAC and are not reasonably calculated to
3 lead to the discovery of admissible evidence to the extent it requests documents
4 from after the date that Plaintiffs sent Paramount Pictures a cease-and-desist letter
5 regarding *Maverick* (and, for the avoidance of doubt, Paramount Pictures will not
6 produce documents created on or after May 11, 2022); and (v) is a compound
7 request seeking documents related to two separate films.

8 Subject to, and without waiving, the General Objections and these specific
9 objections, Paramount Pictures will produce responsive, non-privileged documents
10 containing Paramount Pictures' description or characterization of the characters of
11 *Maverick*, following a reasonably diligent search, to the extent any such non-
12 privileged, responsive documents are within Paramount Pictures' possession,
13 custody, or control.

14 **REQUEST FOR PRODUCTION NO. 23.**

15 Documents showing Your description or characterization of the setting(s) of
16 the Work.

17 **RESPONSE TO REQUEST FOR PRODUCTION NO. 23.**

18 In addition to the foregoing General Objections, each of which is
19 incorporated herein by reference, Paramount Pictures specifically objects to this
20 Request to the extent that it: (i) is vague and ambiguous as to the meaning of
21 "showing" as used in this Request, and Paramount Pictures interprets "showing" as
22 having the same meaning as "containing" as to this Request; (ii) is overbroad,
23 unduly burdensome, compound and oppressive, particularly because it does not
24 include any restriction based on time, scope, or relevance to the issues in this
25 action; (iii) seeks documents that are beyond the scope of the allegations in the
26 FAC and are not reasonably calculated to lead to the discovery of admissible
27 evidence to the extent it requests documents from after the date that Plaintiffs sent
28 Paramount Pictures a cease-and-desist letter regarding *Maverick* (and, for the

1 avoidance of doubt, Paramount Pictures will not produce documents created on or
2 after May 11, 2022); (iv) seeks documents that do not relate to the Work; (v) seeks
3 documents regarding an actual location; (vi) seeks information relating to the
4 exploitation of the Work, *Top Gun* and/or *Maverick* outside the United States; and
5 (vii) is unreasonably cumulative and duplicative of other Requests, including but
6 not limited to Request No. 1.

7 Subject to, and without waiving, these specific objections and the General
8 Objections, Paramount Pictures will produce non-privileged documents containing
9 Paramount Pictures' description or characterization of any of the purported
10 "setting(s)" of the Work, to the extent any such non-privileged, responsive
11 documents are within Paramount Pictures' possession, custody, or control.

12 **REQUEST FOR PRODUCTION NO. 24.**

13 Documents showing Your description or characterization of the setting(s) of
14 the 1986 Film and/or 2022 Sequel.

15 **RESPONSE TO REQUEST FOR PRODUCTION NO. 24.**

16 In addition to the foregoing General Objections, each of which is
17 incorporated herein by reference, Paramount Pictures specifically objects to this
18 Request to the extent that it: (i) is overbroad, unduly burdensome, compound and
19 oppressive, particularly because it does not include any restriction based on time,
20 scope, or relevance to the issues in this action; (ii) seeks irrelevant documents and
21 communications specifically concerning *Top Gun*, which is not the subject of the
22 action; (iii) seeks documents that are beyond the scope of the allegations in the
23 FAC and are not reasonably calculated to lead to the discovery of admissible
24 evidence to the extent it requests documents from after the date that Plaintiffs sent
25 Paramount Pictures a cease-and-desist letter regarding *Maverick* (and, for the
26 avoidance of doubt, Paramount Pictures will not produce documents created on or
27 after May 11, 2022); (iv) seeks information relating to the exploitation of the Work,
28 *Top Gun* and/or *Maverick* outside the United States; (v) seeks documents regarding

1 an actual location; and (vi) is a compound request seeking documents related to two
2 separate films.

3 Subject to, and without waiving, the General Objections and these specific
4 objections, Paramount Pictures will produce responsive, non-privileged documents
5 containing Paramount Pictures' description or characterization of the setting(s) of
6 *Maverick*, following a reasonably diligent search, to the extent any such non-
7 privileged, responsive documents are within Paramount Pictures' possession,
8 custody, or control.

9 **REQUEST FOR PRODUCTION NO. 25.**

10 Documents showing Your description or characterization of the mood(s) of
11 the Work.

12 **RESPONSE TO REQUEST FOR PRODUCTION NO. 25.**

13 In addition to the foregoing General Objections, each of which is
14 incorporated herein by reference, Paramount Pictures specifically objects to this
15 Request to the extent that it: (i) is vague and ambiguous as to the meaning of
16 "showing" as used in this Request, and Paramount Pictures interprets "showing" as
17 having the same meaning as "containing" as to this Request; (ii) is overbroad,
18 unduly burdensome, compound and oppressive, particularly because it does not
19 include any restriction based on time, scope, or relevance to the issues in this
20 action; (iii) seeks documents that are beyond the scope of the allegations in the
21 FAC and are not reasonably calculated to lead to the discovery of admissible
22 evidence to the extent it requests documents from after the date that Plaintiffs sent
23 Paramount Pictures a cease-and-desist letter regarding *Maverick* (and, for the
24 avoidance of doubt, Paramount Pictures will not produce documents created on or
25 after May 11, 2022); (iv) seeks documents that do not relate to the Work; (v) seeks
26 information relating to the exploitation of the Work, *Top Gun* and/or *Maverick*
27 outside the United States; and (vi) is unreasonably cumulative and duplicative of
28

1 other Requests, including but not limited to Request No. 1.

2 Subject to, and without waiving, these specific objections and the General
3 Objections, Paramount Pictures will produce non-privileged documents containing
4 Paramount Pictures' description or characterization of any of the "mood(s)" of the
5 Work, to the extent any such non-privileged, responsive documents are within
6 Paramount Pictures' possession, custody, or control.

7 **REQUEST FOR PRODUCTION NO. 26.**

8 Documents showing Your description or characterization of the mood(s) of
9 the 1986 Film and/or 2022 Sequel.

10 **RESPONSE TO REQUEST FOR PRODUCTION NO. 26.**

11 In addition to the foregoing General Objections, each of which is
12 incorporated herein by reference, Paramount Pictures specifically objects to this
13 Request to the extent that it: (i) is overbroad, unduly burdensome, compound and
14 oppressive, particularly because it does not include any restriction based on time,
15 scope, or relevance to the issues in this action; (ii) seeks irrelevant documents and
16 communications specifically concerning *Top Gun*, which is not the subject of the
17 action; (iii) seeks information relating to the exploitation of the Work, *Top Gun*
18 and/or *Maverick* outside the United States; (iv) seeks documents that are beyond the
19 scope of the allegations in the FAC and are not reasonably calculated to lead to the
20 discovery of admissible evidence to the extent it requests documents from after the
21 date that Plaintiffs sent Paramount Pictures a cease-and-desist letter regarding
22 *Maverick* (and, for the avoidance of doubt, Paramount Pictures will not produce
23 documents created on or after May 11, 2022); and (v) is a compound request
24 seeking documents related to two separate films.

25 Subject to, and without waiving, the General Objections and these specific
26 objections, Paramount Pictures will produce responsive, non-privileged documents
27 containing Paramount Pictures' description or characterization of the "mood(s)" of
28 *Maverick*, following a reasonably diligent search, to the extent any such non-

1 privileged, responsive documents are within Paramount Pictures' possession,
2 custody, or control.

3 **REQUEST FOR PRODUCTION NO. 27.**

4 Documents showing Your description or characterization of the pace of the
5 Work.

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 27.**

7 In addition to the foregoing General Objections, each of which is
8 incorporated herein by reference, Paramount Pictures specifically objects to this
9 Request to the extent that it: (i) is vague and ambiguous as to the meaning of
10 "showing" as used in this Request, and Paramount Pictures interprets "showing" as
11 having the same meaning as "containing" as to this Request; (ii) is overbroad,
12 unduly burdensome, compound and oppressive, particularly because it does not
13 include any restriction based on time, scope, or relevance to the issues in this
14 action; (iii) seeks documents that are beyond the scope of the allegations in the
15 FAC and are not reasonably calculated to lead to the discovery of admissible
16 evidence to the extent it requests documents from after the date that Plaintiffs sent
17 Paramount Pictures a cease-and-desist letter regarding *Maverick* (and, for the
18 avoidance of doubt, Paramount Pictures will not produce documents created on or
19 after May 11, 2022); (iv) seeks documents that do not relate to the Work; (v) seeks
20 information relating to the exploitation of the Work, *Top Gun* and/or *Maverick*
21 outside the United States; and (vi) is unreasonably cumulative and duplicative of
22 other Requests, including but not limited to Request No. 1.

23 Subject to, and without waiving, these specific objections and the General
24 Objections, Paramount Pictures will produce non-privileged documents containing
25 Paramount Pictures' description or characterization of the pace of the Work, to the
26 extent any such non-privileged, responsive documents are within Paramount
27
28

1 Pictures' possession, custody, or control.

2 **REQUEST FOR PRODUCTION NO. 28.**

3 Documents showing Your description or characterization of the pace of the
4 1986 Film and/or 2022 Sequel.

5 **RESPONSE TO REQUEST FOR PRODUCTION NO. 28.**

6 In addition to the foregoing General Objections, each of which is
7 incorporated herein by reference, Paramount Pictures specifically objects to this
8 Request to the extent that it: (i) is overbroad, unduly burdensome, compound and
9 oppressive, particularly because it does not include any restriction based on time,
10 scope, or relevance to the issues in this action; (ii) seeks irrelevant documents and
11 communications specifically concerning *Top Gun*, which is not the subject of the
12 action; (iii) seeks information relating to the exploitation of the Work, *Top Gun*
13 and/or *Maverick* outside the United States; (iv) seeks documents that are beyond the
14 scope of the allegations in the FAC and are not reasonably calculated to lead to the
15 discovery of admissible evidence to the extent it requests documents from after the
16 date that Plaintiffs sent Paramount Pictures a cease-and-desist letter regarding
17 *Maverick* (and, for the avoidance of doubt, Paramount Pictures will not produce
18 documents created on or after May 11, 2022); and (v) is a compound request
19 seeking documents related to two separate films.

20 Subject to, and without waiving, the General Objections and these specific
21 objections, Paramount Pictures will produce responsive, non-privileged documents
22 containing Paramount Pictures' description or characterization of the pace of
23 *Maverick*, following a reasonably diligent search, to the extent any such non-
24 privileged, responsive documents are within Paramount Pictures' possession,
25 custody, or control.

26 **REQUEST FOR PRODUCTION NO. 29.**

27 Documents showing Your description or characterization of the dialogue of
28 the Work.

1 **RESPONSE TO REQUEST FOR PRODUCTION NO. 29.**

2 In addition to the foregoing General Objections, each of which is
3 incorporated herein by reference, Paramount Pictures specifically objects to this
4 Request to the extent that it: (i) is vague and ambiguous as to the meaning of
5 “showing” as used in this Request, and Paramount Pictures interprets “showing” as
6 having the same meaning as “containing” as to this Request; (ii) is overbroad,
7 unduly burdensome, compound and oppressive, particularly because it does not
8 include any restriction based on time, scope, or relevance to the issues in this
9 action; (iii) seeks documents that are beyond the scope of the allegations in the
10 FAC and are not reasonably calculated to lead to the discovery of admissible
11 evidence to the extent it requests documents from after the date that Plaintiffs sent
12 Paramount Pictures a cease-and-desist letter regarding *Maverick* (and, for the
13 avoidance of doubt, Paramount Pictures will not produce documents created on or
14 after May 11, 2022); (iv) seeks documents that do not relate to the Work; (v) seeks
15 information relating to the exploitation of the Work, *Top Gun* and/or *Maverick*
16 outside the United States; and (vi) is unreasonably cumulative and duplicative of
17 other Requests, including but not limited to Request No. 1.

18 Subject to, and without waiving, these specific objections and the General
19 Objections, Paramount Pictures will produce non-privileged documents containing
20 Paramount Pictures’ description or characterization of any purported “dialogue” in
21 the Work, to the extent any such non-privileged, responsive documents are within
22 Paramount Pictures’ possession, custody, or control.

23 **REQUEST FOR PRODUCTION NO. 30.**

24 Documents showing Your description or characterization of the dialogue of
25 the 1986 Film and/or 2022 Sequel.

26 **RESPONSE TO REQUEST FOR PRODUCTION NO. 30.**

27 In addition to the foregoing General Objections, each of which is
28 incorporated herein by reference, Paramount Pictures specifically objects to this

1 Request to the extent that it: (i) is overbroad, unduly burdensome, compound and
2 oppressive, particularly because it does not include any restriction based on time,
3 scope, or relevance to the issues in this action; (ii) seeks irrelevant documents and
4 communications specifically concerning *Top Gun*, which is not the subject of the
5 action; (iii) seeks information relating to the exploitation of the Work, *Top Gun*
6 and/or *Maverick* outside the United States; (iv) seeks documents that are beyond the
7 scope of the allegations in the FAC and are not reasonably calculated to lead to the
8 discovery of admissible evidence to the extent it requests documents from after the
9 date that Plaintiffs sent Paramount Pictures a cease-and-desist letter regarding
10 *Maverick* (and, for the avoidance of doubt, Paramount Pictures will not produce
11 documents created on or after May 11, 2022); and (v) is a compound request
12 seeking documents related to two separate films.

13 Subject to, and without waiving, the General Objections and these specific
14 objections, Paramount Pictures will produce responsive, non-privileged documents
15 containing Paramount Pictures' description or characterization of the dialogue of
16 *Maverick*, following a reasonably diligent search, to the extent any such non-
17 privileged, responsive documents are within Paramount Pictures' possession,
18 custody, or control.

19 **REQUEST FOR PRODUCTION NO. 31.**

20 Documents Concerning Your description or characterization of the Work.

21 **RESPONSE TO REQUEST FOR PRODUCTION NO. 31.**

22 In addition to the foregoing General Objections, each of which is
23 incorporated herein by reference, Paramount Pictures specifically objects to this
24 Request to the extent that it: (i) is vague and ambiguous as to the meaning of
25 "Concerning" as used in this Request, and Paramount Pictures interprets
26 "Concerning" as having the same meaning as "reflecting" as to this Request; (ii) is
27 overbroad, unduly burdensome, compound and oppressive, particularly because it
28 does not include any restriction based on time, scope, or relevance to the issues in

1 this action; (iii) seeks documents that are beyond the scope of the allegations in the
2 FAC and are not reasonably calculated to lead to the discovery of admissible
3 evidence to the extent it requests documents from after the date that Plaintiffs sent
4 Paramount Pictures a cease-and-desist letter regarding *Maverick* (and, for the
5 avoidance of doubt, Paramount Pictures will not produce documents created on or
6 after May 11, 2022); (iv) seeks documents that do not relate to the Work; (v) seeks
7 information relating to the exploitation of the Work, *Top Gun* and/or *Maverick*
8 outside the United States; and (vi) is unreasonably cumulative and duplicative of
9 other Requests, including but not limited to Request No. 1.

10 Subject to, and without waiving, these specific objections and the General
11 Objections, Paramount Pictures will produce non-privileged documents containing
12 Paramount Pictures' description or characterization of the Work, to the extent any
13 such non-privileged, responsive documents are within Paramount Pictures'
14 possession, custody, or control.

15 **REQUEST FOR PRODUCTION NO. 32.**

16 Documents Concerning Your description or characterization of the 2022
17 Sequel, Including in Your marketing and/or publicizing of the 2022 Sequel.

18 **RESPONSE TO REQUEST FOR PRODUCTION NO. 32.**

19 In addition to the foregoing General Objections, each of which is
20 incorporated herein by reference, Paramount Pictures specifically objects to this
21 Request to the extent that it: (i) is overbroad, unduly burdensome, compound and
22 oppressive, particularly because it does not include any restriction based on time,
23 scope, or relevance to the issues in this action; (ii) seeks documents that are beyond
24 the scope of the allegations in the FAC and are not reasonably calculated to lead to
25 the discovery of admissible evidence to the extent it requests documents from after
26 the date that Plaintiffs sent Paramount Pictures a cease-and-desist letter regarding
27 *Maverick* (and, for the avoidance of doubt, Paramount Pictures will not produce
28 documents created on or after May 11, 2022); (iii) seeks information relating to the

1 exploitation of the Work, *Top Gun* and/or *Maverick* outside the United States; and
2 (iv) is unreasonably cumulative and duplicative of other Requests, including but not
3 limited to Requests Nos. 18, 20, 22, 24, 26, 28, and 30.

4 Subject to, and without waiving, these specific objections and the General
5 Objections, to the extent that Plaintiffs believe there are additional relevant
6 documents that are not covered by Paramount Pictures' responses to the above
7 referenced requests (*i.e.*, relevant documents that are responsive only to this
8 Request), Paramount Pictures asks that Plaintiffs identify such documents and
9 Paramount Pictures will then make itself available to meet and confer.

10 **REQUEST FOR PRODUCTION NO. 33.**

11 All Communications between You and any Writer(s) Concerning the Work
12 and/or Yonay.

13 **RESPONSE TO REQUEST FOR PRODUCTION NO. 33.**

14 In addition to the foregoing General Objections, each of which is
15 incorporated herein by reference, Paramount Pictures specifically objects to this
16 Request to the extent that it: (i) is overbroad, unduly burdensome, compound and
17 oppressive, particularly because it does not include any restriction based on time,
18 scope, or relevance to the issues in this action; (ii) seeks documents that are beyond
19 the scope of the allegations in the FAC, including documents regarding Ehud
20 Yonay that are wholly unrelated to the Work, and are not reasonably calculated to
21 lead to the discovery of admissible evidence to the extent it requests documents
22 from after the date that Plaintiffs sent Paramount Pictures a cease-and-desist letter
23 regarding *Maverick* (and, for the avoidance of doubt, Paramount Pictures will not
24 produce documents created on or after May 11, 2022); and (iii) is duplicative and
25 encompassed within Requests Nos. 1, 2, 35, 36, 38, and 40.

26 Subject to, and without waiving, these specific objections and the General
27 Objections, Paramount Pictures will produce non-privileged documents containing
28 Paramount Pictures' communications with the *Maverick* screenwriters concerning

1 the Work and/or Yonay, to the extent any such non-privileged, responsive
2 documents are within Paramount Pictures' possession, custody, or control.

3 **REQUEST FOR PRODUCTION NO. 34.**

4 All Communications between You and the Director Concerning the Work
5 and/or Yonay.

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 34.**

7 In addition to the foregoing General Objections, each of which is
8 incorporated herein by reference, Paramount Pictures specifically objects to this
9 Request to the extent that it: (i) is overbroad, unduly burdensome, compound and
10 oppressive, particularly because it does not include any restriction based on time,
11 scope, or relevance to the issues in this action; (ii) seeks documents that are beyond
12 the scope of the allegations in the FAC, including documents regarding Ehud
13 Yonay that are wholly unrelated to the Work, and are not reasonably calculated to
14 lead to the discovery of admissible evidence to the extent it requests documents
15 from after the date that Plaintiffs sent Paramount Pictures a cease-and-desist letter
16 regarding *Maverick* (and, for the avoidance of doubt, Paramount Pictures will not
17 produce documents created on or after May 11, 2022); and (iii) is duplicative and
18 encompassed within Requests for Production Nos. 1, 2, 37, 39, and 40.

19 Subject to, and without waiving, these specific objections and the General
20 Objections, Paramount Pictures will produce non-privileged documents containing
21 Paramount Pictures' communications with the *Maverick* director concerning the
22 Work and/or Yonay, to the extent any such non-privileged, responsive documents
23 are within Paramount Pictures' possession, custody, or control.

24 **REQUEST FOR PRODUCTION NO. 35.**

25 All Communications, Including notes and/or comments, between You and
26 any Writer(s) Concerning the 2022 Sequel.

27 **RESPONSE TO REQUEST FOR PRODUCTION NO. 35.**

28 In addition to the foregoing General Objections, each of which is

1 incorporated herein by reference, Paramount Pictures specifically objects to this
2 Request to the extent that it: (i) is overbroad, unduly burdensome, compound and
3 oppressive, particularly because it does not include any restriction based on time,
4 scope, or relevance to the issues in this action; (ii) seeks documents that are beyond
5 the scope of the allegations in the FAC and are not reasonably calculated to lead to
6 the discovery of admissible evidence to the extent it requests documents from after
7 the date that Plaintiffs sent Paramount Pictures a cease-and-desist letter regarding
8 *Maverick* (and, for the avoidance of doubt, Paramount Pictures will not produce
9 documents created on or after May 11, 2022); and (iii) is unreasonably duplicative
10 and cumulative of Requests Nos. 18, 20, 22, 24, 26, 28, and 30.

11 Subject to, and without waiving, the General Objections and these specific
12 objections, Paramount Pictures will produce responsive, non-privileged documents
13 reflecting notes or comments on screenplays, outlines, or treatments for *Maverick*,
14 following a reasonably diligent search, to the extent any such non-privileged,
15 responsive documents are within Paramount Pictures' possession, custody, or
16 control.

17 **REQUEST FOR PRODUCTION NO. 36.**

18 All Communications between You and any screenwriters, Including notes
19 and/or comments, Concerning the 1986 Film.

20 **RESPONSE TO REQUEST FOR PRODUCTION NO. 36.**

21 In addition to the foregoing General Objections, each of which is
22 incorporated herein by reference, Paramount Pictures specifically objects to this
23 Request to the extent that it: (i) is overbroad, unduly burdensome, compound and
24 oppressive, particularly because it does not include any restriction based on time,
25 scope, or relevance to the issues in this action; and (ii) seeks documents that are
26 beyond the scope of the allegations in the FAC and are not reasonably calculated to
27 lead to the discovery of admissible evidence to the extent it requests documents
28 from after the date that Plaintiffs sent Paramount Pictures a cease-and-desist letter

1 regarding *Maverick* (and, for the avoidance of doubt, Paramount Pictures will not
2 produce documents created on or after May 11, 2022).

3 Subject to, and without waiving, the General Objections and these specific
4 objections, Paramount Pictures will produce non-privileged communications
5 between Paramount Pictures and any screenwriters for *Top Gun* concerning *Top*
6 *Gun*, following a reasonably diligent search, to the extent any such non-privileged,
7 responsive documents are within Paramount Pictures' possession, custody, or
8 control.

9 **REQUEST FOR PRODUCTION NO. 37.**

10 All Communications by or to the Director Concerning the development of
11 the story and/or screenplay of 2022 Sequel.

12 **RESPONSE TO REQUEST FOR PRODUCTION NO. 37.**

13 In addition to the foregoing General Objections, each of which is
14 incorporated herein by reference, Paramount Pictures specifically objects to this
15 Request to the extent that it: (i) is overbroad, unduly burdensome, compound and
16 oppressive, particularly because it does not include any restriction based on time,
17 scope, or relevance to the issues in this action; (ii) seeks documents that are beyond
18 the scope of the allegations in the FAC and are not reasonably calculated to lead to
19 the discovery of admissible evidence to the extent it requests documents from after
20 the date that Plaintiffs sent Paramount Pictures a cease-and-desist letter regarding
21 *Maverick*; (iii) is unreasonably duplicative and cumulative of Requests Nos. 18, 20,
22 22, 24, 26, 28, and 30; and (iv) is vague and ambiguous as to "all" communications
23 "concern[ing]" the development of the "story."

24 Subject to, and without waiving, these specific objections and the General
25 Objections, to the extent that Plaintiffs believe there are additional relevant
26 documents that are not covered by Paramount Pictures' responses to above
27 referenced requests (*i.e.*, relevant documents that are responsive only to this
28 Request), Paramount Pictures asks that Plaintiffs identify such non-privileged,

1 responsive documents and Paramount Pictures will then make itself available to
2 meet and confer.

3 **REQUEST FOR PRODUCTION NO. 38.**

4 All Communications between You and any Writer(s) Concerning the Action.

5 **RESPONSE TO REQUEST FOR PRODUCTION NO. 38.**

6 In addition to the foregoing General Objections, each of which is
7 incorporated herein by reference, Paramount Pictures specifically objects to this
8 Request to the extent that it: (i) is overbroad, unduly burdensome, compound and
9 oppressive, particularly because it does not include any restriction based on time,
10 scope, or relevance to the issues in this action; (ii) seeks information or documents
11 protected by the attorney-client privilege, the attorney work product doctrine, or
12 any other applicable privilege or protection; (iii) seeks documents that are beyond
13 the scope of the allegations in the FAC and are not reasonably calculated to lead to
14 the discovery of admissible evidence to the extent it requests documents from after
15 the date that Plaintiffs sent Paramount Pictures a cease-and-desist letter regarding
16 *Maverick*; and (iv) is unreasonably duplicative and cumulative of Requests Nos. 1,
17 2, 33, 35, 36, and 40.

18 Subject to, and without waiving, these specific objections and the General
19 Objections, to the extent that Plaintiffs believe there are additional relevant
20 documents that are not covered by Paramount Pictures' responses to above
21 referenced requests (*i.e.*, relevant documents that are responsive only to this
22 Request), Paramount Pictures asks that Plaintiffs identify such documents and
23 Paramount Pictures will then make itself available to meet and confer.

24 **REQUEST FOR PRODUCTION NO. 39.**

25 All Communications between You and the Director Concerning the Action.

26 **RESPONSE TO REQUEST FOR PRODUCTION NO. 39.**

27 In addition to the foregoing General Objections, each of which is
28 incorporated herein by reference, Paramount Pictures specifically objects to this

1 Request to the extent that it: (i) is overbroad, unduly burdensome, compound and
2 oppressive, particularly because it does not include any restriction based on time,
3 scope, or relevance to the issues in this action; (ii) seeks information or documents
4 protected by the attorney-client privilege, the attorney work product doctrine, or
5 any other applicable privilege or protection; (iii) seeks documents that are beyond
6 the scope of the allegations and are not reasonably calculated to lead to the
7 discovery of admissible evidence to the extent it requests documents from after the
8 date that Plaintiffs sent Paramount Pictures a cease-and-desist letter regarding
9 *Maverick*; and (iv) is cumulative and duplicative of Requests Nos. 1, 2, 34, 37, and
10 40.

11 Subject to, and without waiving, these specific objections and the General
12 Objections, to the extent that Plaintiffs believe there are additional relevant
13 documents that are not covered by Paramount Pictures' responses to above
14 referenced requests (*i.e.*, relevant documents that are responsive only to this
15 Request), Paramount Pictures asks that Plaintiffs identify such documents and
16 Paramount Pictures will then make itself available to meet and confer.

17 **REQUEST FOR PRODUCTION NO. 40.**

18 All Communications between You and any third party (excluding Your
19 attorney(s)) Concerning the Action.

20 **RESPONSE TO REQUEST FOR PRODUCTION NO. 40.**

21 In addition to the foregoing General Objections, each of which is
22 incorporated herein by reference, Paramount Pictures specifically objects to this
23 Request to the extent that it: (i) is overbroad, unduly burdensome, compound and
24 oppressive, particularly because it does not include any restriction based on time,
25 scope, or relevance to the issues in this action; (ii) seeks information or documents
26 protected by the attorney-client privilege, the attorney work product doctrine, or
27 any other applicable privilege or protection; (iii) seeks documents that are beyond
28 the scope of the allegations and are not reasonably calculated to lead to the

1 discovery of admissible evidence to the extent it requests documents from after the
2 date that Plaintiffs sent Paramount Pictures a cease-and-desist letter regarding
3 *Maverick*; and (iv) is cumulative and duplicative of Requests Nos. 1, 2, 33, 34, 35,
4 36, 37, 38, and 39.

5 Subject to, and without waiving, these specific objections and the General
6 Objections, to the extent that Plaintiffs believe there are additional relevant
7 documents that are not covered by Paramount Pictures' responses to above
8 referenced requests (*i.e.*, relevant documents that are responsive only to this
9 Request), Paramount Pictures asks that Plaintiffs identify such documents and
10 Paramount Pictures will then make itself available to meet and confer.

11 **REQUEST FOR PRODUCTION NO. 41.**

12 All Agreements between You and any Writer(s) Concerning the 2022 Sequel.

13 **RESPONSE TO REQUEST FOR PRODUCTION NO. 41.**

14 In addition to the foregoing General Objections, each of which is
15 incorporated herein by reference, Paramount Pictures specifically objects to this
16 Request to the extent that it is overbroad and unduly burdensome insofar as it calls
17 for the production of "all" agreements with no restrictions as to time or relevance.

18 Subject to, and without waiving, these specific objections and the General
19 Objections, Paramount Pictures will produce all responsive agreements with the
20 credited writers of *Maverick*, following a reasonably diligent search, to the extent
21 any such responsive documents are within Paramount Pictures' possession,
22 custody, or control.

23 **REQUEST FOR PRODUCTION NO. 42.**

24 All written material by any Writer(s) Concerning the 2022 Sequel, including
25 all drafts of any screenplay, treatment, or outline.

26 **RESPONSE TO REQUEST FOR PRODUCTION NO. 42.**

27 In addition to the foregoing General Objections, each of which is
28 incorporated herein by reference, Paramount Pictures specifically objects to this

1 Request to the extent that it: (i) is overbroad and unduly burdensome insofar as it
2 calls for the production of “all written material” with no restrictions on time or
3 relevance; and (ii) is unreasonably cumulative and duplicative of Request No. 16.

4 Subject to, and without waiving, these specific objections and the General
5 Objections, Paramount Pictures will produce non-privileged scripts, treatments, and
6 outlines, as well as drafts thereof and notes and comments on such scripts,
7 treatments, and outlines, for *Maverick*, following a reasonably diligent search, to
8 the extent any such non-privileged, responsive documents are within Paramount
9 Pictures’ possession, custody, or control.

10 **REQUEST FOR PRODUCTION NO. 43.**

11 All interviews of any talent involved in the 2022 Sequel.

12 **RESPONSE TO REQUEST FOR PRODUCTION NO. 43.**

13 In addition to the foregoing General Objections, each of which is
14 incorporated herein by reference, Paramount Pictures specifically objects to this
15 Request to the extent that it: (i) is overbroad, unduly burdensome, compound and
16 oppressive, particularly because it does not include any restriction based on time,
17 scope, or relevance to the issues in this action; (ii) seeks documents that are beyond
18 the scope of the allegations in the FAC and are not reasonably calculated to lead to
19 the discovery of admissible evidence to the extent it requests documents from after
20 the date that Plaintiffs sent Paramount Pictures a cease-and-desist letter regarding
21 *Maverick* (and, for the avoidance of doubt, Paramount Pictures will not produce
22 documents created on or after May 11, 2022); and (iii) requests documents that are
23 equally accessible to Plaintiffs as a matter of public record.

24 Subject to, and without waiving, the General Objections and these specific
25 objections, Paramount Pictures will produce documents sufficient to identify press
26 interviews arranged by Paramount Pictures related to *Maverick* given by the talent
27 involved therewith, following a reasonably diligent search, to the extent any such
28 non-privileged, responsive documents are within Paramount Pictures’ possession,

1 custody, or control.

2 **REQUEST FOR PRODUCTION NO. 44.**

3 All Documents supporting Your Answer (Dkt. 25) filed in the Action.

4 **RESPONSE TO REQUEST FOR PRODUCTION NO. 44.**

5 In addition to the foregoing General Objections, each of which is
6 incorporated herein by reference, Paramount Pictures specifically objects to this
7 Request to the extent that it: (i) is overbroad, unduly burdensome, compound and
8 oppressive, particularly because it does not include any restriction based on time,
9 scope, or relevance to the issues in this action; (ii) seeks information or documents
10 protected by the attorney-client privilege, the attorney work product doctrine, or
11 any other applicable privilege or protection; (iii) seeks documents that are beyond
12 the scope of the allegations in the FAC and are not reasonably calculated to lead to
13 the discovery of admissible evidence to the extent it requests documents from after
14 the date that Plaintiffs sent Paramount Pictures a cease-and-desist letter regarding
15 *Maverick* (and, for the avoidance of doubt, Paramount Pictures will not produce
16 documents created on or after May 11, 2022); (iv) calls for a legal conclusion; and
17 (v) is duplicative with Request No. 45.

18 Subject to, and without waiving, the General Objections and these specific
19 objections, Paramount Pictures will produce responsive, non-privileged documents
20 on which Paramount Pictures intends to rely, to the extent any such non-privileged,
21 responsive documents are within Paramount Pictures' possession, custody, or
22 control.

23 **REQUEST FOR PRODUCTION NO. 45.**

24 All Documents on which You intend to rely for any purpose in the Action.

25 **RESPONSE TO REQUEST FOR PRODUCTION NO. 45.**

26 In addition to the foregoing General Objections, each of which is
27 incorporated herein by reference, Paramount Pictures specifically objects to this
28 Request to the extent that it: (i) is overbroad, unduly burdensome, compound and

1 oppressive, particularly because it does not include any restriction based on time,
2 scope, or relevance to the issues in this action; (ii) seeks information or documents
3 protected by the attorney-client privilege, the attorney work product doctrine, or
4 any other applicable privilege or protection; (iii) seeks documents that are beyond
5 the scope of the allegations in the FAC and are not reasonably calculated to lead to
6 the discovery of admissible evidence to the extent it requests documents from after
7 the date that Plaintiffs sent Paramount Pictures a cease-and-desist letter regarding
8 *Maverick* (and, for the avoidance of doubt, Paramount Pictures will not produce
9 documents created on or after May 11, 2022); and (iv) calls for a legal conclusion.

10 Subject to, and without waiving, the General Objections and these specific
11 objections, Paramount Pictures will produce responsive, non-privileged documents
12 on which Paramount Pictures intends to rely, to the extent any such non-privileged,
13 responsive documents are within Paramount Pictures' possession, custody, or
14 control.

15 **REQUEST FOR PRODUCTION NO. 46.**

16 All Documents that support Your contention that the Work and 2022 Sequel
17 are not substantially similar.

18 **RESPONSE TO REQUEST FOR PRODUCTION NO. 46.**

19 In addition to the foregoing General Objections, each of which is
20 incorporated herein by reference, Paramount Pictures specifically objects to this
21 Request to the extent that it: (i) is overbroad, unduly burdensome, and oppressive;
22 (ii) seeks information or documents protected by the attorney-client privilege, the
23 attorney work product doctrine, or any other applicable privilege or protection; (iii)
24 seeks documents that are beyond the scope of the allegations in the FAC and are not
25 reasonably calculated to lead to the discovery of admissible evidence to the extent it
26 requests documents from after the date that Plaintiffs sent Paramount Pictures a
27 cease-and-desist letter regarding *Maverick* (and, for the avoidance of doubt,
28 Paramount pictures will not produce documents created on or after May 11, 2022);

1 and (iv) is cumulative of Request No. 45.

2 Subject to, and without waiving, the General Objections and these specific
3 objections, Paramount Pictures will produce responsive, non-privileged documents
4 on which Paramount Pictures intends to rely to support its contention that the Work
5 and *Maverick* are not substantially similar, to the extent any such non-privileged,
6 responsive documents are within Paramount Pictures' possession, custody, or
7 control.

8 **REQUEST FOR PRODUCTION NO. 47.**

9 All insurance Agreements under which an insurer may be liable to satisfy all
10 or part of a possible judgment in the action or to indemnify or reimburse for
11 payments made to satisfy the judgment.

12 **RESPONSE TO REQUEST FOR PRODUCTION NO. 47.**

13 Subject to, and without waiving, the General Objections, Paramount Pictures
14 will produce documents sufficient to identify any insurance agreements under
15 which a business may be liable to satisfy all or part of a possible judgment in the
16 action as well as the limit of any such policy, following a reasonably diligent
17 search, to the extent any such non-privileged, responsive documents are within
18 Paramount Pictures' possession, custody, or control.

19 **REQUEST FOR PRODUCTION NO. 48.**

20 Documents sufficient to show Your total current gross revenues from the
21 2022 Sequel from all sources and in all media worldwide.

22 **RESPONSE TO REQUEST FOR PRODUCTION NO. 48.**

23 In addition to the foregoing General Objections, each of which is
24 incorporated herein by reference, Paramount Pictures specifically objects to this
25 Request to the extent that it: (i) is overbroad, unduly burdensome, and oppressive;
26 (ii) seeks information relating to the exploitation of the Work, *Top Gun* and/or
27 *Maverick* outside the United States; and (iii) is premature and beyond the scope of
28 permissible discovery under the Court's order staying damages discovery until after

1 resolution of Paramount Pictures' planned summary judgment motion on liability.
2 *See* Dkt. 30.

3 Paramount Pictures will not produce documents responsive to this Request.

4 **REQUEST FOR PRODUCTION NO. 49.**

5 Documents sufficient to show the actual costs of producing the 2022 Sequel
6 (inclusive of any rebates or production incentives that reduced such costs),
7 Including the 2022 Sequel's final budget summary and long-form budget.

8 **RESPONSE TO REQUEST FOR PRODUCTION NO. 49.**

9 In addition to the foregoing General Objections, each of which is
10 incorporated herein by reference, Paramount Pictures specifically objects to this
11 Request to the extent that it: (i) is overbroad, unduly burdensome, and oppressive;
12 (ii) seeks information relating to the exploitation of the Work, *Top Gun* and/or
13 *Maverick* outside the United States; and (iii) is premature and beyond the scope of
14 permissible discovery under the Court's order staying damages discovery until after
15 resolution of Paramount Pictures' planned summary judgment motion on liability.
16 *See* Dkt. 30.

17 Paramount Pictures will not produce documents responsive to this Request.

18 **REQUEST FOR PRODUCTION NO. 50.**

19 Documents sufficient to show Your actual costs to date of distributing and
20 marketing the 2022 Sequel in all media worldwide.

21 **RESPONSE TO REQUEST FOR PRODUCTION NO. 50.**

22 In addition to the foregoing General Objections, each of which is
23 incorporated herein by reference, Paramount Pictures specifically objects to this
24 Request to the extent that it: (i) is overbroad, unduly burdensome, and oppressive;
25 (ii) seeks information relating to the exploitation of the Work, *Top Gun* and/or
26 *Maverick* outside the United States; and (iii) is premature and beyond the scope of
27 permissible discovery under the Court's order staying damages discovery until after
28 resolution of Paramount Pictures' planned summary judgment motion on liability.

1 See Dkt. 30.

2 Paramount Pictures will not produce documents responsive to this Request.

3 **REQUEST FOR PRODUCTION NO. 51.**

4 Documents sufficient to show Your actual profits to date from the 2022
5 Sequel (using ordinary GAAP accounting definitions) in all media worldwide.

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 51.**

7 In addition to the foregoing General Objections, each of which is
8 incorporated herein by reference, Paramount Pictures specifically objects to this
9 Request to the extent that it: (i) is overbroad, unduly burdensome, and oppressive;
10 (ii) seeks information relating to the exploitation of the Work, *Top Gun* and/or
11 *Maverick* outside the United States; and (iii) is premature and beyond the scope of
12 permissible discovery under the Court's order staying damages discovery until after
13 resolution of Paramount Pictures' planned summary judgment motion on liability.
14 See Dkt. 30.

15 Paramount Pictures will not produce documents responsive to this Request.

16 **REQUEST FOR PRODUCTION NO. 52.**

17 All Documents which support Your contention that the 2022 Sequel was
18 "sufficiently completed" by January 24, 2020.

19 **RESPONSE TO REQUEST FOR PRODUCTION NO. 52.**

20 In addition to the foregoing General Objections, each of which is
21 incorporated herein by reference, Paramount Pictures specifically objects to this
22 Request on the grounds that it: (i) is overbroad, unduly burdensome, compound
23 and oppressive, particularly because it does not include any restriction based on
24 time, scope, or relevance to the issues in this action; (ii) seeks information or
25 documents protected by the attorney-client privilege, the attorney work product
26 doctrine, or any other applicable privilege or protection; and (iii) seeks documents
27 that are beyond the scope of the allegations in the FAC and are not reasonably
28 calculated to lead to the discovery of admissible evidence to the extent it requests

1 documents from after the date that Plaintiffs sent Paramount Pictures a cease-and-
2 desist letter regarding *Maverick* (and, for the avoidance of doubt, Paramount
3 Pictures will not produce documents created on or after May 11, 2022).

4 Subject to, and without waiving, the General Objections and these specific
5 objections, Paramount Pictures will produce responsive, non-privileged documents
6 on which Paramount Pictures intends to rely to support any contentions regarding
7 the production status of *Maverick* as of January 24, 2020.

8 **REQUEST FOR PRODUCTION NO. 53.**

9 Copies of all production, shooting, and/or postproduction schedules and sub-
10 schedules for the 2022 Sequel.

11 **RESPONSE TO REQUEST FOR PRODUCTION NO. 53.**

12 In addition to the foregoing General Objections, each of which is
13 incorporated herein by reference, Paramount Pictures specifically objects to this
14 Request to the extent that it: (i) is overbroad, unduly burdensome, and oppressive,
15 particularly because it does not include any restriction based on time, scope, or
16 relevance to the issues in this action; (ii) is vague and ambiguous as to “sub-
17 schedules” and (iii) seeks documents that are beyond the scope of the allegations in
18 the FAC and are not reasonably calculated to lead to the discovery of admissible
19 evidence to the extent it requests documents from after the date that Plaintiffs sent
20 Paramount Pictures a cease-and-desist letter regarding *Maverick* (and, for the
21 avoidance of doubt, Paramount Pictures will not produce documents created on or
22 after May 11, 2022).

23 Subject to, and without waiving, the General Objections and these specific
24 objections, Paramount Pictures will produce copies of the final production
25 calendar(s) and postproduction schedule(s) for *Maverick*.

26 **REQUEST FOR PRODUCTION NO. 54.**

27 Documents sufficient to show when principal photography for the 2022
28 Sequel was completed.

RESPONSE TO REQUEST FOR PRODUCTION NO. 54.

In addition to the foregoing General Objections, each of which is incorporated herein by reference, Paramount Pictures specifically objects to this Request to the extent that it: (i) is overbroad, unduly burdensome, and oppressive, particularly because it does not include any restriction based on time, scope, or relevance to the issues in this action; (ii) seeks documents that are beyond the scope of the allegations in the FAC and are not reasonably calculated to lead to the discovery of admissible evidence to the extent it requests documents from after the date that Plaintiffs sent Paramount Pictures a cease-and-desist letter regarding *Maverick* (and, for the avoidance of doubt, Paramount Pictures will not produce documents created on or after May 11, 2022); and (iii) seeks information more properly suited to an interrogatory. For the avoidance of doubt, Paramount Pictures will not create any documents in response to this Request.

Subject to, and without waiving, the General Objections and these specific objections, Paramount Pictures will produce responsive, non-privileged documents sufficient to show when principal photography for *Maverick* was completed, following a reasonably diligent search to the extent any such non-privileged, responsive documents exist and are within Paramount Pictures' possession, custody, or control.

REQUEST FOR PRODUCTION NO. 55.

Documents sufficient to show when the last reshoot and/or pickup for the 2022 Sequel was completed.

RESPONSE TO REQUEST FOR PRODUCTION NO. 55.

In addition to the foregoing General Objections, each of which is incorporated herein by reference, Paramount Pictures specifically objects to this Request to the extent that it: (i) is overbroad, unduly burdensome, and oppressive, particularly because it does not include any restriction based on time, scope, or relevance to the issues in this action; (ii) is vague and ambiguous as to meaning of

1 “last reshoot and/or pickup,” which Paramount Pictures interprets to mean “last
2 reshoot;” (iii) seeks documents that are beyond the scope of the allegations in the
3 FAC and are not reasonably calculated to lead to the discovery of admissible
4 evidence to the extent it requests documents from after the date that Plaintiffs sent
5 Paramount Pictures a cease-and-desist letter regarding *Maverick* (and, for the
6 avoidance of doubt, Paramount Pictures will not produce documents created on or
7 after May 11, 2022); and (iv) seeks information more properly suited to an
8 interrogatory. For the avoidance of doubt, Paramount Pictures will not create any
9 documents in response to this Request.

10 Subject to, and without waiving, the General Objections and these specific
11 objections, Paramount Pictures will produce responsive, non-privileged documents
12 sufficient to show when the last reshoot and/or pickup for *Maverick* was completed.

13 **REQUEST FOR PRODUCTION NO. 56.**

14 Documents sufficient to show when the 2022 Sequel was “picture locked”
15 (i.e., when the editing of the 2022 Sequel was completed), Including the dates of all
16 locked cuts and the final picture lock for the 2022 Sequel.

17 **RESPONSE TO REQUEST FOR PRODUCTION NO. 56.**

18 In addition to the foregoing General Objections, each of which is
19 incorporated herein by reference, Paramount Pictures specifically objects to this
20 Request to the extent that it: (i) is overbroad, unduly burdensome, compound, and
21 oppressive, particularly because it does not include any restriction based on time,
22 scope, or relevance to the issues in this action; (ii) is vague and ambiguous as to
23 meaning of “picture locked,” and “locked cuts and the final picture lock;” (iii) seeks
24 documents that are beyond the scope of the allegations in the FAC and are not
25 reasonably calculated to lead to the discovery of admissible evidence to the extent it
26 requests documents from after the date that Plaintiffs sent Paramount Pictures a
27 cease-and-desist letter regarding *Maverick* (and, for the avoidance of doubt,
28 Paramount Pictures will not produce documents created on or after May 11, 2022);

1 and (iv) seeks information more properly suited to an interrogatory. For the
2 avoidance of doubt, Paramount Pictures will not create any documents in response
3 to this Request.

4 Subject to, and without waiving, the General Objections and these specific
5 objections, Paramount Pictures will produce responsive, non-privileged documents
6 sufficient to show the dates on which the cuts of the 2022 Sequel were completed.

7 **REQUEST FOR PRODUCTION NO. 57.**

8 Documents sufficient to show when the final audio mix for the 2022 Sequel
9 was completed.

10 **RESPONSE TO REQUEST FOR PRODUCTION NO. 57.**

11 In addition to the foregoing General Objections, each of which is
12 incorporated herein by reference, Paramount Pictures specifically objects to this
13 Request to the extent that it: (i) is overbroad, unduly burdensome, and oppressive,
14 particularly because it does not include any restriction based on time, scope, or
15 relevance to the issues in this action; (ii) is vague and ambiguous as to meaning of
16 “final audio mix,” which Paramount Pictures interprets to mean the final mix; (iii)
17 seeks documents that are beyond the scope of the allegations in the FAC and are not
18 reasonably calculated to lead to the discovery of admissible evidence to the extent it
19 requests documents from after the date that Plaintiffs sent Paramount Pictures a
20 cease-and-desist letter regarding *Maverick* (and, for the avoidance of doubt,
21 Paramount Pictures will not produce documents created on or after May 11, 2022);
22 and (iv) seeks information more properly suited to an interrogatory. For the
23 avoidance of doubt, Paramount Pictures will not create any documents in response
24 to this Request.

25 Subject to, and without waiving, the General Objections and these specific
26 objections, Paramount Pictures will produce responsive, non-privileged documents
27 sufficient to show when the final mix on *Maverick* was completed.
28

1 **REQUEST FOR PRODUCTION NO. 58.**

2 Documents sufficient to show when all visual effects (aka “VFX”) for the
3 2022 Sequel were completed.

4 **RESPONSE TO REQUEST FOR PRODUCTION NO. 58.**

5 In addition to the foregoing General Objections, each of which is
6 incorporated herein by reference, Paramount Pictures specifically objects to this
7 Request to the extent that it: (i) is overbroad, unduly burdensome, and oppressive,
8 particularly because it does not include any restriction based on time, scope, or
9 relevance to the issues in this action; (ii) seeks documents that are beyond the scope
10 of the allegations in the FAC and are not reasonably calculated to lead to the
11 discovery of admissible evidence to the extent it requests documents from after the
12 date that Plaintiffs sent Paramount Pictures a cease-and-desist letter regarding
13 *Maverick* (and, for the avoidance of doubt, Paramount Pictures will not produce
14 documents created on or after May 11, 2022); and (iii) seeks information more
15 properly suited to an interrogatory. For the avoidance of doubt, Paramount Pictures
16 will not create any documents in response to this Request.

17 Subject to, and without waiving, the General Objections and these specific
18 objections, Paramount Pictures will produce responsive, non-privileged documents
19 sufficient to show when visual effects work on *Maverick* was completed.

20 **REQUEST FOR PRODUCTION NO. 59.**

21 Documents sufficient to show when the color grading for the 2022 Sequel
22 was completed.

23 **RESPONSE TO REQUEST FOR PRODUCTION NO. 59.**

24 In addition to the foregoing General Objections, each of which is
25 incorporated herein by reference, Paramount Pictures specifically objects to this
26 Request to the extent that it: (i) is overbroad, unduly burdensome, and oppressive,
27 particularly because it does not include any restriction based on time, scope, or
28 relevance to the issues in this action; (ii) seeks documents that are beyond the scope

1 of the allegations in the FAC and are not reasonably calculated to lead to the
2 discovery of admissible evidence to the extent it requests documents from after the
3 date that Plaintiffs sent Paramount Pictures a cease-and-desist letter regarding
4 *Maverick* (and, for the avoidance of doubt, Paramount Pictures will not produce
5 documents created on or after May 11, 2022); and (iii) seeks information more
6 properly suited to an interrogatory. For the avoidance of doubt, Paramount Pictures
7 will not create any documents in response to this Request.

8 Subject to, and without waiving, the General Objections and these specific
9 objections, Paramount Pictures will produce responsive, non-privileged documents
10 sufficient to show when color grading on *Maverick* was completed.

11 **REQUEST FOR PRODUCTION NO. 60.**

12 Documents sufficient to show when the 2022 Sequel Printmaster was
13 completed.

14 **RESPONSE TO REQUEST FOR PRODUCTION NO. 60.**

15 In addition to the foregoing General Objections, each of which is
16 incorporated herein by reference, Paramount Pictures specifically objects to this
17 Request to the extent that it: (i) is overbroad, unduly burdensome, and oppressive,
18 particularly because it does not include any restriction based on time, scope, or
19 relevance to the issues in this action; (ii) seeks documents that are beyond the scope
20 of the allegations in the FAC and are not reasonably calculated to lead to the
21 discovery of admissible evidence to the extent it requests documents from after the
22 date that Plaintiffs sent Paramount Pictures a cease-and-desist letter regarding
23 *Maverick* (and, for the avoidance of doubt, Paramount Pictures will not produce
24 documents created on or after May 11, 2022); and (iii) seeks information more
25 properly suited to an interrogatory. For the avoidance of doubt, Paramount Pictures
26 will not create any documents in response to this Request.

27 Subject to, and without waiving, the General Objections and these specific
28 objections, Paramount Pictures will produce responsive, non-privileged documents

1 sufficient to show when the Printmaster for *Maverick* was completed.

2
3 Dated: February 6, 2023

O'MELVENY & MYERS LLP

4
5 By: /s/ Molly M. Lens
Molly M. Lens

6 *Attorneys for Paramount Pictures*
7 *Corporation*
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CERTIFICATE OF SERVICE

I am a citizen of the United States and employed in Los Angeles County, California, at the office of a member of the bar of this Court at whose direction this service was made. I am over the age of eighteen years and not a party to the within action. I am a resident of or employed in the county where the service described below occurred. My business address is 1999 Avenue of the Stars, 8th Floor, Los Angeles, California 90067-6035. On February 6, 2023, I served the following:

**PARAMOUNT PICTURES' RESPONSES AND
OBJECTIONS TO PLAINTIFFS' FIRST SET OF
REQUESTS FOR PRODUCTION OF DOCUMENTS**

by putting a true and correct copy thereof in a sealed envelope, with postage fully prepaid, and placing the envelope for collection and mailing today with the United States Postal Service in accordance with the firm's ordinary business practices, addressed as follows:

Marc Toberoff
Toberoff & Associates, P.C.
23823 Malibu Road, Suite 50-363
Malibu, CA 90265

I declare under penalty of perjury under the laws of the United States that the above is true and correct. Executed on February 6, 2023, at Los Angeles, California.

/s/ Maria Alamillo
Maria Alamillo